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5 Attorney for Plaintiffs

6 IN THE UNITED STATES DISTRICT COURT  
7 FOR THE DISTRICT OF ARIZONA  
PRESCOTT DIVISION

8 Tony Manzo, *et al.*

No. 3:22-cv-8081-PCT-JJT

9 Plaintiffs,

10 v.

**SECOND DECLARATION OF  
TONY MANZO**

11 Engrained Cabinetry and Countertops,  
12 LLC, Inspired Closets of Arizona, LLC,  
and Thomas Corkery,

13 Defendants.

14 I, Tony Manzo, do hereby swear, affirm and attest as follows, based upon my  
15 personal knowledge of the matters contained herein:

16 1. My name is Tony Manzo; I am over the age of 18 and duly qualified to  
17 execute this declaration.

18 2. I worked for Defendants Engrained Cabinetry and Countertops, LLC,  
19 and Thomas Corkery as a Designer from approximately September of 2019 until  
20 November of 2021.

1           3.     As a Designer, I designed and sold residential cabinetry for Defendants'  
2 customers according to the customer and Defendants' needs and specifications.

3           4.     Specifically, I used a computer program to design residential cabinetry  
4 for Defendants' customers.

5           5.     During the first few months of my employment, I received a draw from  
6 Defendants that I was required to pay back out of my commissions once I started  
7 making sales. After the first few months, my sole source of income was commissions  
8 on sales.

9           6.     My design work for customers took more than 40 hours per week. To  
10 run a design from start to finish, I had to physically take measurements of the space I  
11 was designing for, interview the customer about their needs and budget, run price  
12 points on all materials required, create the physical design, and create a quote for the  
13 customer.

14          7.     If the customer moved forward, I also supervised the installation process  
15 and ensured everything was to customer satisfaction. This included financial  
16 responsibilities on behalf of Defendant. I was responsible for collecting and depositing  
17 customer payments into Defendant's bank account. If I didn't collect payments and  
18 deposit them myself, the orders were not processed for the customer's design.

19          8.     The amount of time this took obviously varied based on the size of the  
20 job; some could take as little as 20 hours and some could take several weeks. I ran  
21 between 20 and 40 jobs at a time.  
22

9. Because my income was commission-based, the more sales I made the more income I earned. I regularly worked after business hours in order to finish up quotes and designs so that I could move projects forward. Defendants didn't ask me not to work after-hours, nor did they require me to track my time. In fact, Defendant provided a computer terminal so that I could access the design program at home so that I could work at home after hours.

10. I probably worked at least 25 hours per week solely on making designs and quotes.

11. Defendants also scheduled me to work regular shifts in the showroom. I worked five 8-hour shifts per week in the showroom. A lot of my regular work hours were taken up with assisting customers in the showroom, which is why I worked on designs and quotes after hours. Added together, I worked approximately 65 hours per week.

12. I hardly ever received my full commission. Other than paying back the draw, Defendants deducted portions of my commission for any error I made in the design such as a mismeasurement or an incorrect material.

**PURSUANT TO 28 U.S.C. § 1746, I VERIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.**

Executed on this 25th day of October, 2023.

*Tony Ray Manzo*  
TONY MANZO